

RICHARD P. LEWIS

IBLA 78-109

Decided March 27, 1979

Appeal from the decision of the New Mexico State Office, Bureau of Land Management, which rejected oil and gas lease offer NM 31335.

Affirmed.

1. Applications and Entries: Generally—Oil and Gas Leases: Applications:
Generally—Oil and Gas Leases: Applications: Legibility

When an applicant for a noncompetitive oil and gas lease is requested to provide additional information for the adjudication of his drawing entry card offer, the offer is properly rejected where the evidence provided is illegible, and applicant was notified of the illegibility but responded by sending more illegible evidence.

APPEARANCES: Richard P. Lewis, pro se.

OPINION BY ADMINISTRATIVE JUDGE GOSS

Richard P. Lewis has appealed from the November 10, 1977, decision of the New Mexico State Office, Bureau of Land Management, rejecting his drawing entry card oil and gas lease offer NM 31335. Appellant's offer was drawn first from other simultaneously filed offers for the same parcel. By decision dated August 29, 1977, appellant was informed that additional evidence was required before his offer could be adjudicated. Specifically, the State Office required a statement from appellant stating the circumstances under which his offer was formulated as well as a certified copy of the contract or agreement between the applicant and any filing service that may have filed his offer. In response, appellant submitted

a statement on a form provided by the State Office, but failed to include a copy of the contract and agreement. By letter dated October 6, 1977, appellant was informed that a copy of the contract would have to be provided within 30 days or the offer would be rejected. An illegible copy of the agreement was submitted on October 26 by Pacific Oil Leasing Services, Inc. A notation in the file indicates that the leasing service was later asked to provide a legible copy of the agreement, but the service responded by only filing another illegible copy. These copies were not officially certified, but they were sent with a cover letter from the leasing service signed by an employee indicating they were copies of the leasing service's agreement with appellant. The decision rejecting the offer noted that the copies were illegible and that they were not certified copies as requested by the earlier decision. Appellant's sole contention on appeal is that it was improper for the State Office to reject the offer because the copies of the agreement with the leasing service were not certified.

We agree with appellant that the submission of a copy of an agreement under a cover letter from the leasing service was sufficient, particularly in view of 18 U.S.C. § 1001 (1976). See Robert C. Leary, 27 IBLA 296, 301, n. 4 (1976). However, appellant has given no reason why the illegible copies of the agreement should be deemed acceptable.

[1] When an applicant is requested to provide additional information and he fails to do so within a reasonable time, his application may be properly rejected. Olin Corp., 39 IBLA 161 (1979); Jerrold R. Cooley, 32 IBLA 387 (1977). The Department is not required to give consideration to documents which are not legible. See William D. Sexton, 9 IBLA 316 (1973); R. C. Bailey, 7 IBLA 266 (1972). Thus, the State Office properly rejected appellant's offer because appellant had provided illegible information after having been specifically asked for a legible copy. 1/

1/ No legible copies of the agreement were submitted on appeal. Cf. Olin Corp., *supra*; Jerrold R. Cooley, *supra*.

Therefore, pursuant to the authority delegated to the Board of Land Appeals by the Secretary of the Interior, 43 CFR 4.1, the decision appealed from is affirmed.

Joseph V. Goss
Administrative Judge

We concur.

Douglas E. Henriques
Administrative Judge

Edward W. Stuebing
Administrative Judge

